DOCKET FILE COPY ORIGINAL

Before the FEDERAL COMMUNICATIONS COMMISSION Washington, D.C. 20554

In re Applications of	WT Docket No. 96-41				
Liberty Cable Co., Inc.)				
)				
For Private Operational Fixed)	File Nos.:			
Microwave Service Authorization and)	708777	WNTT37 0		
Modifications)	708778, 713296	WNTM 210		
	}	708779	WNTM385		
New York, New York)	708780	WNTT555		
)	708781, 709426, 711937	WNTM212		
)	709332	(NEW)		
)	712203	WNTW782		
)	712218	WNTY584		
)	712219	WNTY605		
)	713295	WNTX889		
)	713300	(NEW)		
71-)	717325	(NEW)		
)				

WIRELESS TELECOMMUNICATIONS BUREAU'S COMMENTS ON TIME WARNER'S MOTION TO ENLARGE ISSUES

The Chief, Wireless Telecommunications Bureau ("Bureau"), hereby submits comments on the April 22, 1996, Motion to Enlarge Issues ("Motion"). and the April 29, 1996, Supplement to Motion to Enlarge Issues ("Supplement"), both filed by Time Warner Cable of New York City and Paragon Cable Manhattan ("Time Warner"). As explained *infra*, because Bureau believes there exists a material and substantial question of fact whether Liberty Cable Co., Inc. ("Liberty") has illegally transferred control of its licensed facilities, the Bureau strongly supports Time Warner in these two pleadings. However, the Bureau does not support the revocation issue requested by Time Warner for the reasons given, *infra*.

1. In its Motion, Time Warner has asked the Presiding Judge to add five issues to the instant proceeding in order to determine whether "Liberty has illegally transferred control [of]

its OFS facilities without prior Commission approval, failed to report those transfers, and lacked candor with respect to [those transfers]." (Motion at 1). The Supplement added additional information to support the Motion which was recently learned through new applications for OFS licenses filed recently by another entity, Freedom New York.

- 2. As Exhibits to its Motion. Time Warner submitted articles from New York City newspapers and pages from a Securities and Exchange Commission ("SEC") Form 10-K filing which Peter Kiewit Sons', Inc. ("Kiewit") of Omaha. Nebraska, submitted to the SEC on March 29, 1996. This SEC filing reflects that on March 6, 1996, Kiewit apparently purchased from Liberty an 80% interest in Liberty's New York City private cable systems and facilities which provide subscription television services using microwave frequencies. The application for licenses for at least some of these facilities are at issue in this proceeding. On March 5, 1996, the day before the alleged sale took place, the Commission's Hearing Designation Order ("HDO") was released, specifically questioning whether Liberty is qualified to be granted these OFS applications, which, it now appears, may or may not have been a part of the sale to Kiewit.
- 3. Upon further investigation, the Bureau has learned through an SEC Form 13D/A, that on February 20, 1996, an entity named C-TEC Corporation, through its subsidiary, Freedom New York ("Freedom"), purchased assets of Liberty Cable Company, Inc. When this filing is read with Kiewit's Form 10-K, it appears that C-TEC is owned by RCN Corporation, which is, in turn, owned by Peter Kiewit Sons' Inc. Moreover, on April 11, 1996, an entity named Freedom filed eight applications for OFS licenses with the Commission. Interestingly, Freedom

¹ See Exhibit 1 attached hereto. Because the SEC Form 13D/A is more than 70 pages in length, only the pages which are relevant to this proceeding are attached.

lists a New Jersey address which is the same as the one Liberty has used, and has paid for the applications with a corporate check bearing Liberty's name.²

- 4. The Communications Act of 1934, as amended, clearly states that the Commission must grant its consent <u>before</u> an authorization to use the radio spectrum is transferred from the control of a corporation holding such an authorization. to a new party. 47 U.S.C. § 310(d).³ The statute specifies that the entity seeking a transfer of control must so apply to the Commission, and the Commission must make a affirmative finding that the public interest will be served by such a transfer. The Commission rules set out the procedure to be followed when seeking such a transfer for the various services within the Commission. For private operational fixed microwave service, the procedure is set forth in Section 94.47(a), 47 C.F.R. § 94.47(a).
- 5. The Commission has always treated an unauthorized transfer as a serious offense. For example, in *JHP Partnership*, 64 Rad. Reg. 2d 1660 (1988), where a partner withdrew from the partnership, an unauthorized transfer of control issue was specified by the Commission. and the licensee was ordered to show cause why its license should not be revoked, or some other sanction imposed for the violation.

² Time Warner supplied this information in its Supplement.

³ The rationale behind this provision is that because the Commission's statutes and rules establish certain requirements for authorizations, it is preferable to screen out an unqualified party before it is transferred control, instead of seeking to remove a party after it has started operations. See Stephen Sewell, Assignments and Transfers of Control of FCC Authorizations Under Section 310(d) of the Communications Act of 1934, 43 Fed. Comm. L.J. 277, 282-83 (1991).

- 6. Furthermore, the Commission follows a well-established policy ⁴ that the Commission should not grant a transfer application when the seller's qualifications to hold the license are in issue. There are exceptions to this "Jefferson Radio policy," but these exceptions of do not apply where a licensee's application has been designated for hearing on qualifications issues. See, e.g., G.A. Richards, 14 F.C.C. 429 (1950) (the Commission found that if the seller is found to be unqualified, it has no license to transfer or assign)
- 7. To date. Liberty has not applied for any transfer of control nor has it notified the Commission of any change of ownership. To the contrary, on March 4, 1996, when Liberty submitted a name change to the Commission, it stated that its name was changed, from that date on, to "Bartholdi Cable Company, Inc," and that "the change is in name only and does not reflect a change in ownership, control or corporate structure." Furthermore, Liberty's April 15, 1996, response to the specific Bureau interrogatory which sought Liberty's "owners, shareholders, partners, directors, officers and/or investors," did not list Kiewit, C-TEC, RCN or Freedom. Instead, it only listed the names of three individuals. Howard, Edward and Phillip Milstein. When the Bureau noticed that Liberty did not list any officers or directors, the

⁴ See Jefferson Radio Co. v. FCC, 340 F.2d 781 (D.C. Cir 1964). See also Sewell, supra, at 338.

⁵ Some of the exceptions are physical or mental disability of the seller, bankruptcy, and distress sales. Sewell, *supra*, at 341-48.

⁶ See Letter from M. Lehmkuhl, Esq., Counsel for Liberty, to Federal Communications Commission (Mar. 4, 1996). The name "Bartholdi," is not found in the two SEC filings, nor is it explained in any other documents filed by Liberty with the Commission.

⁷ An April 2, 1996, article from the *New York Post* describing the prospective sale to Kiewit states that "Liberty is owned by the Milstein family, the well-known real estate investors." *See* Motion, Exhibit 4.

Bureau contacted Liberty to supplement this response. On April 26, 1996, Liberty added one additional name, that of Peter Price. However, in order to provide Liberty the opportunity to clarify this response, the Bureau, on April 29, 1996, filed a Motion to Compel Liberty to further explain its ownership structure. Liberty's May 3, 1996 reply to the Bureau's Motion to Compel was emphatic in stating that it "has clearly [already] identified all parties with ownership in Liberty. . . "9

- 8. On the same day, however, in a letter to the Bureau, Liberty listed 48 people who were once Liberty employees who are now employed by RCN/Freedom. This letter is attached as Exhibit 2. Liberty further stated that it could make these RCN/Freedom employees available to the Bureau for depositions, but offered no explanation as to who "RCN/Freedom" is, and what relationship that entity has with Liberty, despite Liberty's burden to fully respond to the Bureau's interrogatories. Moreover, in its April 26, 1996, Supplement to its Responses to the Bureau's interrogatories. Liberty listed only 13 current employees of Liberty. It appears that none of these individuals are technical support people. See. Exhibit 3 attached hereto. This suggests that Liberty is no longer in control of the OFS facilities.
- 9. The Bureau believes Time Warner, in its Motion, has established that a material and substantial question of fact exists as to whether Liberty has illegally transferred control of its facilities. If no unauthorized transfer of control has taken place, the Bureau, at a minimum, believes that a material and substantial question of fact exists as to the real-party-in-interest in

⁸ See Bureau's Motion to Compel Liberty to Respond to Interrogatories, filed on April 29, 1996, at \P 9.

⁹ See Liberty's Reply to Bureau's Motion to Compel, filed on May 3, 1996, at 3.

Liberty. ¹⁰ If Liberty is now a shell of its former self, and its new corporate identity is seeking to do what Liberty could not do, serious violations of Commission's statute and rules may be occurring. The Presiding Judge in this proceeding, Time Warner, Cablevision and the Bureau have a right to know if Liberty and RCN/Freedom are under common ownership and control. Liberty has not been forthright with the parties to this proceeding concerning this issue, and the full extent of its covert corporate restructuring must come to light. For these reasons and those detailed in Time Warner's Motion and Supplement, the Bureau respectfully requests that the Motion to Enlarge be granted, as to all issues except for revocation. ¹¹

Respectfully submitted.

Michele C. Farquhar

Chief, Wireless Telecommunications Bureau

May 7, 1996

Joseph Paul Weber Katherine C. Power Mark L. Keam

Trial Attorneys

Wireless Telecommunications Bureau Enforcement Division

¹⁰ The Bureau requests the addition of a new issue between issues (3) and (4) proposed by Time Warner which would state:

To determine whether Liberty is the real-party-in-interest behind the captioned applications.

¹¹ The Bureau, at this time, does not wish to join Time Warner in its Motion insofar as the inclusion of revocation for Liberty. The only facilities before the Presiding Judge in this proceeding are those listed in the caption. The Bureau does not believe the Presiding Judge may expand this proceeding to encompass additional licensed facilities of Liberty. Accordingly, Time Warner's requested fifth issue should not be added

EXHIBIT 1

FILING VALUES:

FORM TYPE:

SC 13D/A

BUSINESS ADDRESS:

STREET 1:

1000 KIEWIT PLZ

CITY: STATE: OMAHA NE

ZIP:

68131

BUSINESS PHONE:

4023422052

MAIL ADDRESS:

STREET 1:

1000 KIEWIT PLAZA

CITY: STATE: OMAHA NE

ZIP:

68131

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<SEQUENCE>1

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934 (Amendment No. 8)

C-TEC Corporation (Name of Issuer)

Common Stock

Class B Common Stock

\$1.00 Par Value

\$1.00 Par Value

(Title of Classes of Securities)

126504109

126504208

(CUSIP Numbers)

Matthew J. Johnson, Esq.

c/o Peter Kiewit Sons', Inc.

1000 Kiewit Plaza

Omaha, Nebraska 68131

Tel. No.: (402) 536-3613

(Name, Address and Telephone Number of Person Authorized to Receive Notices

and Communications)

March 27, 1996

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this statement because of Rule 13d-1(b)(3) or (4), check the following: []

Check the following box if a fee is being paid with this

statement: [].

Note: This document is being electronically filed with the Commission, using the EDGAR system. See Rule 13d-1(a) for other parties to whom copies are to be sent.

SCHEDULE 13D

 CUSI 	P Nos. 12650410 12650420			Page 2	2						
1	NAME OF REPORTING PERSON: RCN Corporation S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON 47-0761384										
2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*											
TOTAL STREET, CONTRACT CONTRAC						(a) _ (b) X					
3	SEC USE ONLY					,					
4 4	4 SOURCE OF FUNDS*										
5	5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)										
6 CITIZENSHIP OR PLACE OF ORGANIZATION Delaware											
NI	UMBER OF	8,	DLE VOTING POWE 226,262 Common 094,223 Class	Stock	•	tem 5)					
BEI	SHARES NEFICIALLY WNED BY	! - !	ARED VOTING PO 0- (see Item 5			1					
	EACH EPORTING PERSON WITH	8,	LE DISPOSITIVE 226,262 Common 094,223 Class	Stock		tem 5)					
		·	ARED DISPOSITION O- (see Item 5		R						
11											
	8,226,262 Common Stock (see Item 5); 5,094,223 Class B Common Stock (see Item 5)										
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*										
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)										

 		42.6	t of	Common	Stock	62.7%	of	Class	В	Common	Stock	(see	Item	5)	[
14	ï	TYPE	OF	REPORTI	NG PERS	ON*									
1	1			സ											

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SEC 1746 (9-88)

The following information amends the Schedule 13D dated June 28, 1993, as previously amended (as so amended, the "Schedule 13D").

Unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Schedule

Item 4. Purpose of Transaction.

The response set forth in Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

"On March 27, 1996, the Company and RCN entered into a Stock Purchase Agreement dated as of that date (the "Developmental Agreement") pursuant to which the Company agreed to sell to RCN (i) the Company's long distance telephone business (the "CLD Business"), as primarily conducted through its subsidiary, Commonwealth Long Distance Company ("CLD"); (ii) the Company's business of investing in and developing the Mexican cable television industry (the "International Business"), as primarily conducted through its subsidiary C-TEC International, Inc., which business owns a 40% interest in Megacable S.A. de C.V., the second largest cable television operator in Mexico; (iii) the Company's business of owning and operating a corporate jet aircraft (the "TEC Air Business" and, together with the CLD Business and the International Business, the "CIT Businesses"), as primarily conducted through its subsidiary, TEC Air, Inc.; and (iv) the Company's interest in a start-up joint effort with RCN which plans to provide telecommunications services to the residential sector (the "UrbanNet Business" and, together with the CIT Businesses, the "Developmental Businesses"), as primarily conducted through its subsidiary Residential Communications Network. Inc. and certain other subsidiaries.

A copy of the Developmental Agreement is filed as Exhibit 6 hereto and is incorporated herein by reference. The description herein of certain provisions of the Developmental Agreement is qualified in its entirety by reference thereto.

The sale by the Company of the Developmental Businesses to RCN is expected to be effected at two separate closings. The closings are subject to certain conditions set forth in the Developmental Agreement and there can be no assurance that either of the closings will occur.

The first closing (the "First Closing") will involve the sale, by the Company, of the UrbanNet Business to RCN (the "UrbanNet Sale") and is expected to occur in early April 1996. Upon the terms and subject to the conditions of the Developmental Agreement, the Company will sell and RCN will purchase the UrbanNet Business for an aggregate purchase price (the "UrbanNet Purchase Price") which is expected to be approximately \$17,500,000. The UrbanNet Purchase Price is to be paid in cash and is subject to further adjustment as provided in the Developmental Agreement. In addition, prior to the First Closing, the parent company of the UrbanNet Business will deliver to the Company, a warrant to purchase six percent of the common stock in such parent company (the "Warrant") on the terms and conditions set forth therein. The Company will retain the Warrant after the First Closing. The Warrant will provide the Company the right to acquire an ongoing equity interest in the UrbanNet Business.

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with the ownership and operation by RCN and its subsidiaries of the Freedom Interest and such of the Developmental Businesses as RCN may purchase pursuant hereto (together with the Freedom Interest, the "RCN Businesses").

- (b) As of the date hereof, (i) C-TEC Services intends, and will be permitted but not required, to hire or offer to hire (either directly or through an affiliate), (x) Steven Rabbitt of UrbanNet Parent effective as of the First Closing, if any, and (y) Kevin O'Hare of CLD effective as of the Second Closing, if any, provided that CLD is purchased by RCN at such Second Closing, and (ii) RCN intends, and will be permitted but not required, to hire or offer to hire (or to do so through RCN Services or other affiliates or subsidiaries of RCN) effective as of the C-TEC Restructuring Closing, if any, (x) all or substantially all of the employees of C-TEC Services, as well as Michael Adams of Commonwealth Communications, Inc. ("CCI"), and (y) up to 20 of those employees of CCI all or substantially all of whose time is spent on matters related to the RCN Businesses.
- (c) Following the C-TEC Restructuring Closing, if any, (the "Post Restructuring Term") (i) RCN shall cause RCN Services to provide such Services to C-TEC Services as may reasonably be requested by C-TEC Services in connection the ownership and operation by C-TEC and its Subsidiaries of such businesses as they may own from time to time (the "C-TEC Businesses") and (ii) C-TEC shall continue to provide to RCN Services such Facilities as may reasonably be requested by RCN Services in connection with the ownership and operation by RCN and its subsidiaries of the RCN Businesses.
- (d) The Services and Facilities referred to in subsections (a) and (c) and the employee transfers referred to in subsection (b) will be provided or effected on the terms and conditions set forth in the Services Agreement between RCN Services and C-TEC Services dated as of the date hereof (the "Services Agreement"). The form of the Services Agreement is set forth as Exhibit B hereto. The obligation of either party to the Services Agreement to provide Services or Facilities shall be subject to the availability to such party of such Services or Facilities at the relevant time. Prior to the C-TEC Restructuring Closing, if any, (and in the case of Facilities, during the first year of the Post Restructuring Term, if any) C-TEC Services will not be obligated to provide services to RCN Services to the extent that the provision of such services would leave C-TEC Services with inadequate resources to support the C-TEC Businesses in the ordinary course. If, during the first year of the Post Restructuring Term, if any, RCN Services shall have inadequate resources to support in the ordinary course both the RCN Businesses and the C-TEC Businesses, the C-TEC Businesses will be given priority.
- (e) If the C-TEC Restructuring Closing, if any, shall occur on or before June 30, 1997, the initial term of the Services Agreement shall end on the first anniversary of the C-TEC Restructuring Closing, but shall automatically renew for successive periods of one year unless one of the parties shall give written notice to the other party not less than 30 days prior to the end of the then-current term that the Services Agreement shall terminate at the end of the then-current term. If no C-TEC Restructuring Closing has taken place by June 30, 1997, the Services Agreement shall automatically terminate on such date, and C-TEC and RCN shall enter into Services, Facilities and employment arrangements designed to accomplish the purposes set forth in the Services Agreement, and the parties shall negotiate in good faith regarding such arrangements.

SECTION 10.04. Corporate Opportunity. Seller acknowledges that (i) for purposes of the corporate opportunity doctrine under Pennsylvania law, activities and opportunities relating to the Developmental Businesses could, under certain circumstances, be construed as corporate opportunities of Seller, (ii) Seller is receiving valuable consideration from Buyer for the

Developmental Businesses and (iii) Buyer is purchasing the Developmental Businesses with a view to expansion of those businesses. To induce Buyer to enter into this Agreement, Seller agrees that the doctrine of corporate opportunity shall not apply to Buyer in connection with its ownership and operation of the Developmental Businesses provided that for a period of two years from the first to occur of the First Closing Date and the Second Closing Date, neither Buyer nor any of its subsidiaries shall (i) engage in any business that in any given location competes directly with the domestic cable television business of Seller, the CLD Business (only if CLD is excluded from the transactions contemplated hereby pursuant to Section 2.02(e)), or the local telephone business of Seller (collectively, the "Continuing Businesses") in a specific line of business operated by one of the Continuing Businesses in such location as of the date hereof or (ii) except as otherwise contemplated hereby, employ any employee currently employed by the Seller or any of its subsidiaries. Subject to the foregoing proviso, Seller agrees that neither Buyer nor any of its Affiliates shall have any obliqation not to (i) engage in the same or similar activities or lines of business as Seller or its subsidiaries or develop or market any products or services that compete, directly or indirectly, with those of Seller or its subsidiaries, (ii) invest or own any interest publicly or privately in, or develop a business relationship with, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with Seller or any of its subsidiaries, (iii) do business with any client or customer of Seller or its subsidiaries, or (iv) employ or otherwise engage a former officer or employee of Seller or its subsidiaries. In furtherance of the foregoing, Seller acknowledges that Buyer, through Buyer's subsidiary Freedom New York, L.L.C. ("Freedom"), has purchased certain assets and assumed certain liabilities of or relating to Liberty Cable Company, Inc. ("Liberty") on the terms set forth in an Asset Purchase Agreement dated as of February 20, 1996, among Freedom, Liberty, Liberty Cable Television, Inc., Liberty Cable Newport, Inc., Birdsong Communications, Inc., Battery Place Cable Corp. and Liberty Interactive Video Enterprises, Inc., and the related agreements contemplated thereby (the "Liberty Transaction"), and Seller agrees that such transaction shall not be construed as a corporate opportunity of Seller. During the Repurchase Option Period, if any, C-TEC shall have the option to purchase RCN's interest in Freedom and all related assets and liabilities (collectively, the "Freedom Interest") from RCN, subject to the following conditions: (i) the Freedom Interest will be deemed a Developmental Business subject to purchase by C-TEC for cash pursuant to Section 10.01, (ii) if the First Closing shall occur, C-TEC shall not be permitted to purchase either the Freedom Interest or the UrbanNet Business unless it repurchases both, (iii) the Repurchase Allocated Price with respect to the Freedom Interest shall be an amount equal to Buyer's total investment therein (the "Freedom Investment"), (iv) any IRR Interest Amount with respect to the Freedom Interest shall be calculated on the basis of the date or dates of Buyer's investment therein, and (v) references to the "First Closing", "Second Closing" or "applicable Closing" in Section 10.01 shall mean, with respect to the Freedom Interest, March 5, 1996. If C-TEC purchases the Freedom Interest from RCN, RCN will assign to C-TEC, and C-TEC will assume, all related rights and obligations of RCN.

will cause TMH Inc., a Delaware corporation and a wholly owned subsidiary of Seller ("TMH"), to enter into a customary trademark assignment agreement with Buyer or one of its wholly-owned subsidiaries on or before the First Closing (the "First Trademark Agreement"), with mutually acceptable terms pursuant to which TMH will transfer to Buyer all trademarks, service marks and trade names which are owned by TMH and used or held for use primarily in the UrbanNet Business. Seller will, on or before the Second Closing, cause TMH to enter into a customary, royalty-free license agreement granting to CLD a license allowing CLD to use the trade name and service marks "COMMONWEALTH LONG DISTANCE COMPANY" and "CLD" in connection with its long distance telephone



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In the presence of

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of March 27, 1996, by and between C-TEC SERVICES, INC., a Pennsylvania corporation, having its principal offices located at 105 Carnegie Center, Princeton, New Jersey, 08540 ("C-TEC Services"), and RCN CORPORATE SERVICES, INC., a New Jersey corporation ("RCN Services"), having its principal offices located at 105 Carnegie Center, Princeton, New Jersey, 08540.

WHEREAS, C-TEC Corporation ("C-TEC"), the parent company of C-TEC Services, has agreed to sell certain of its businesses to RCN Corporation ("RCN"), parent company of RCN Services, (the "Developmental Businesses Transaction") as more specifically set forth in that certain Stock Purchase Agreement dated March 27, 1996 (the "Stock Purchase Agreement"); and

WHEREAS, RCN has, through a subsidiary, purchased certain assets and assumed certain liabilities of Liberty Cable Company, Inc.; and

WHEREAS, both C-TEC and RCN agree that due to the Developmental Businesses Transaction and the Liberty Transaction (as defined in the Stock Purchase Agreement) as well as other strategic alternatives being considered by C-TEC at this time, including the C-TEC Restructuring (as defined in the Stock Purchase Agreement), it is in the best interests of C-TEC and RCN for C-TEC Services and RCN Services to enter into this Agreement under the terms and conditions as set forth herein; and

WHEREAS, C-TEC Services, through its own personnel, is engaged in and is known to have expertise and success in providing management, administrative, technical and support services to certain companies; and

WHEREAS, RCN Services desires to engage the services of C-TEC Services prior to the C-TEC Restructuring Closing (as defined below) to obtain the benefit of C-TEC Services' experience and assistance with respect to the management, administrative, technical and support services of its operations; and

WHEREAS, as of the date hereof, RCN intends to hire or offer to hire (or to do so through RCN Services or other affiliates or subsidiaries of RCN) all or substantially all of the employees of C-TEC Services, as well as Michael Adams of Commonwealth Communications, Inc. ("CCI"), effective as of the consummation (the "C-TEC Restructuring Closing") of the C-TEC Restructuring, if any, and may wish to hire or offer to hire certain other